

# EXHIBIT A

**STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Matter of

**ROSE GIORDANO-FORKAN,**

Charging Party,

- and -

**Case No. U-32412**

**DEPARTMENT OF EDUCATION OF THE  
CITY SCHOOL DISTRICT OF THE CITY OF NEW  
YORK,**

Respondent/Employer.

**SETTLEMENT AGREEMENT**

It is hereby stipulated by and between the respective parties in the above-entitled matter that the improper practice charge is settled under the following terms and conditions:

1. The execution of this stipulation shall not constitute an admission of the violation of any State, Federal or local statutes, laws, rules or regulations.
2. Rose Giordano-Forkan ("Giordano-Forkan" or "Charging Party") agrees to withdraw improper practice charge Case No. U-32412 with prejudice.
3. The Department of Education ("Department" or "DOE") agrees to remove six (6) letters to Rose Giordano-Forkan's file, dated June 3, 2013, May 20, 2013, May 10, 2013, May 6, 2013, December 18, 2012 and December 14, 2012.
4. The Department agrees to remove the "U" Overall Evaluation for the Annual Professional Performance Review and Report on Probationary Service of Pedagogical Employee ("Overall Evaluation") for the period from 9/4/2012 to 6/30/2013. Giordano-Forkan's service history will be revised to reflect an "S" Overall Evaluation for the period from 9/4/2012 to 6/30/2013
5. The parties agree that this settlement shall not constitute a precedent for the determination of any other dispute between the parties and is limited to the unique and particular facts of this case.
6. The Department of Education represents that, as of February 5, 2014, there is no problem code associated with Giordano-Forkan's employment eligibility status and there is no disciplinary flag in Galaxy.

**Stipulation of Settlement**  
**Case No. U-32412**

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7. This stipulation of settlement ("Stipulation") shall not be cited by either party as a determination of the underlying facts. The removal of the June 3, 2013, May 20, 2013, May 10, 2013, May 6, 2013, December 18, 2012 and December 14, 2012 letters ("letters") does not prohibit the Department from proving the underlying facts related in the letters through any admissible evidence. Admissibility of evidence at any administrative proceeding or administrative tribunal shall be governed by the Collective Bargaining Agreement, DOE policy, and past practice. Admissibility of evidence at any federal or state judicial proceeding shall be governed by applicable rules of evidence.
8. This Stipulation shall not be offered in evidence for any purpose, or for any administrative, judicial, or other proceeding except for the purpose of enforcing the obligations contained herein.
9. The parties agree that the Stipulation constitutes the entire agreement of the parties in settlement of this Charge.

Rose Giordano-Forkan

Date

Danielle DiMango  
Danielle DiMango,  
D25 Community Superintendent

Date

For: The Department of Education  
Office of Labor Relations

Date

2/10/14

Date

2/10/2014

Date